

*Before the
Federal Communications Commission
Washington, D.C. 20554*

**ORIGINAL
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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In re Applications of)	MM Docket No. 88-487
)	
GOODLETTSVILLE BROADCASTING)	File No. BPH-861215MI
COMPANY, INC.)	
)	
BLEDSON COMMUNICATIONS, LTD.)	File No. BPH-861216MD
)	
HEIDELBERG-STONE BROADCASTING)	
COMPANY)	File No. BPH-861217MA
)	
WILLIAM E. BENNS, III)	File No. BPH-861217MQ
)	
For Construction Permit for a)	
New FM Station, Channel 246C2,)	
Goodlettsville, Tennessee)	
)	
)	DOCKET FILE COPY ORIGINAL

TO: The Full Commission

THIRD SUPPLEMENT TO "JOINT REQUEST FOR APPROVAL OF AGREEMENT"

Goodlettsville Broadcasting Company, Inc. ("GBC"), by its attorney, hereby respectfully submits the attached revised version of the Merger and Option Agreement originally submitted in this proceeding on April 13, 1999 with the Joint Request for Approval of Agreement filed by GBC, Bledsoe Communications, Ltd. ("Bledsoe") and William E. Benns, III ("Benns").

The revised version of the Merger and Option Agreement includes a new "buy-back option" provision (paragraph 7) pursuant to which the option holder in the original agreement, DBBC, L.L.C. ("DBBC"), is subject to a buy-out by the merged permittee (Mid-TN Broadcasters, L.L.C.) after the conclusion of the FCC auction. The revised version of the agreement also modifies the time

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brokerage provisions of the original agreement (at paragraph 4) and includes them in a new paragraph 5.

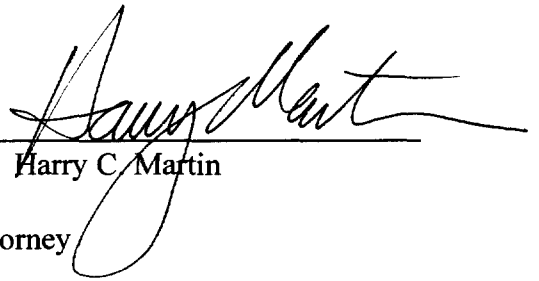
Counsel for the three merging parties, and for DBBC, have consented to the terms of the attached revised agreement. Signature pages will be submitted upon their arrival in Washington. Further, counsel for the merging applicants join in the filing of this further supplement.

Respectfully submitted,

GOODLETTSVILLE BROADCASTING
COMPANY, INC.

FLETCHER, HEALD & HILDRETH, P.L.C.
1300 N. 17th Street, 11th Floor
Arlington, VA 22209
(703) 812-0400

By: _____

A handwritten signature in dark ink, appearing to read "Harry C. Martin", is written over a horizontal line. The signature is fluid and cursive.

Harry C. Martin

Its Attorney

May 7, 1999

MERGER AND OPTION AGREEMENT

Merger and Option Agreement, made and entered into this ____ day of _____, 1999, by and between Goodlettsville Broadcasting Company, Inc. ("GBC"), a Tennessee corporation; Bledsoe Communications, Ltd. ("Bledsoe"), a Tennessee limited partnership; and William E. Benns, III ("Benns"), an individual and resident of the Commonwealth of Virginia (all of the foregoing being hereinafter individually referred to as an "Applicant" and collectively referred to as "The Merged Applicants"); and DBBC, L.L.C., a Delaware limited liability company, or its assignee (hereinafter referred to as "DBBC"):

W I T N E S S E T H :

WHEREAS, each Applicant is an applicant to the Federal Communications Commission ("FCC") in Docket No. 88-487, for a construction permit for a new FM broadcast station to operate on Channel 246C2 at Goodlettsville, Tennessee (the "Station"), as follows:

Goodlettsville Broadcasting Company, Inc.
Bledsoe Communications, Ltd.
William E. Benns, III

File No. BPH-861215MI
File No. BPH-861216MD
File No. BPH-861217MQ

and,

WHEREAS, there is another applicant for the construction permit, Heidelberg-Stone Broadcasting Company, File No. BPH-861217MA ("HSB"); and

WHEREAS, since all of the applications are mutually exclusive (only one may be granted), it appears that the FCC will be required to hold an auction among HSB and the Applicants to determine which applicant should be awarded the construction permit for the Station (the "Auction"); and

WHEREAS, The Merged Applicants desire to participate in the Auction through a

single entity and, if they are successful in obtaining the construction permit, to give DBBC an option to purchase their interests in such entity;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, it is agreed as follows:

1. Merger. Within thirty (30) days of the date of this Agreement, The Merged Applicants will, at their own expense, form a new Delaware limited liability company, Mid-TN Broadcasters, LLC (or such other mutually agreeable name as may be available) (hereinafter "Mid-TN"), based on documentation mutually acceptable to The Merged Applicants and DBBC. While this Agreement remains in effect, such documentation shall not be modified without DBBC's consent. Each Applicant will have a one-third (1/3) equity interest in Mid-TN, and one-third (1/3) of the controlling votes; provided, however, that the shareholders of GBC may exchange their stock in GBC for a one-third (1/3) interest in Mid-TN, such one-third (1/3) interest to be divided amongst GBC's shareholders in proportion to each such shareholder's relative interest in GBC; and provided, further, that the partners of Bledsoe may exchange their partnership interests for a one-third (1/3) interest in Mid-TN, such one-third (1/3) interest to be divided amongst Bledsoe's partners, in proportion to each such partner's relative interest in Bledsoe.

2. Amendment. Within five (5) days of the date of this Agreement, The Merged Applicants will file a joint request with the FCC, asking the FCC to (a) approve this Agreement; (b) dismiss the applications of GBC and Bledsoe; and (c) amend the application of Benns to substitute Mid-TN as the applicant in place of Benns. The Merged Applicants will do all things reasonably necessary and/or appropriate to obtain such approval and amendment, and each Applicant agrees that at the forthcoming Auction it will bid only through Mid-TN or for the benefit of Mid-TN, so as to

fully carry out the terms of this Agreement. Additionally, within thirty (30) days of the date of this Agreement, Mid-TN will amend its application to specify a fully spaced transmitter site, designated by DBBC. DBBC represents that it owns or controls such a fully spaced transmitter site and that it will lease such site to Mid-TN at a rental of One Thousand Dollars (\$1000.00) per month for a term of ten (10) years, commencing on the first (1st) day of the first (1st) month when construction of the station begins; provided, however, that if DBBC purchases the construction permit pursuant to the provisions of this Agreement such lease shall promptly terminate and be of no further force or effect. DBBC will, at its own expense, engage competent engineers to prepare the engineering portion of the site change amendment and timely furnish same to Mid-TN.

3. Bidding. At the Auction, Mid-TN will bid for the construction permit and use its best efforts to obtain the construction permit for the Station, subject to the terms and conditions herein. DBBC will on a timely basis advance to Mid-TN whatever funds may be required to participate in the Auction and complete the acquisition of the construction permit from the FCC, subject to the terms and conditions herein. These advances will be treated as non-interest bearing loans to Mid-TN, which will be forgiven and credited against the purchase price on the day when DBBC completes the purchase of the construction permit pursuant to its option (the "Closing Date"). Such loans shall be secured by a security interest in all of Mid-TN's assets and a pledge of all issued and outstanding equity interests in Mid-TN, it being understood and agreed that such assets and equity interests shall otherwise remain free and clear of all liens and encumbrances (excluding those imposed by the government to secure payment of Mid-TN's bid). If for any reason DBBC fails to complete the purchase of the construction permit, Mid-TN agrees that it will, within the earlier of three (3) years or the date on which Mid-TN and/or The Merged Applicants transfer or assign the

assets of the Station or a majority interest in Mid-TN's equity to a party other than DBBC, repay all such loans to DBBC, together with interest at the rate of eight percent (8%) per annum from the day when the monies were originally advanced. DBBC agrees that it will advance sufficient funds to Mid-TN to enable Mid-TN to pay at least the sum specified in Schedule A, attached hereto, to the government for the construction permit (the "Ceiling"). DBBC shall not be required to advance funds in excess of the Ceiling but, if DBBC elects to exceed the Ceiling, DBBC shall be at liberty to do so, and Mid-TN will bid as directed by DBBC; it being understood that, whether or not the bid exceeds the Ceiling, the entire amount of the bid will be advanced by DBBC to Mid-TN as a loan, to either be forgiven on the Closing Date or, if DBBC fails to complete the purchase of the construction permit, paid back as set forth above. In the event that the bidding at the Auction exceeds the Ceiling, and in the further event that in any stage of the bidding process DBBC decides that it wishes to bid no higher, DBBC shall promptly notify Mid-TN of its decision and Mid-TN shall be free to bid for its own account and, if it is the winning bidder, Mid-TN shall have no obligation to sell the construction permit to DBBC; provided, however, that if Mid-TN bids for its own account, any monies advanced to Mid-TN by DBBC pursuant to this paragraph and all of the option fees paid by DBBC pursuant to paragraph 6, infra, will be returned to DBBC within ten (10) days after the completion of the Auction, whether or not Mid-TN is the successful bidder. In the event Mid-TN fails to make such payment to DBBC when and as due, The Merged Applicants and the principals of such applicants, i.e., Eleanor Mead, Whit Adamson, Ronald Bledsoe and William E. Benms, III, shall be jointly and severally liable to DBBC for the full amount owed to DBBC, plus all costs of collection.

4. Option. The Merged Applicants will give DBBC an option to purchase all of their

equity interests in Mid-TN for the purchase price set forth in Schedule A (the "Purchase Price") in readily available funds, so that Mid-TN shall have a profit equal to the difference between the price actually paid to the government (the "Auction Price") and the Purchase Price; provided, however, that if the Auction Price exceeds the Threshold Price as set forth in Schedule A, the Purchase Price shall be adjusted and shall become the Auction Price, plus the Minimum Profit, as set forth in Schedule A. No Applicant shall enter into or cause Mid-TN to enter into any agreement that would conflict with or impair DBBC's option hereunder; provided, however, that Mid-TN shall not be precluded from making arrangements with other parties to enable Mid-TN to bid for its own account, as set forth in paragraph 3, supra, so long as such arrangements are secondary and subject to DBBC's rights under this Agreement. DBBC may exercise its option at any time, no later than thirty (30) days after the FCC's grant of the construction permit for the Station to Mid-TN has become final, i.e., no longer subject to any administrative or judicial review, by notifying The Merged Applicants, in writing, that DBBC intends to purchase their interests. Within ten (10) days after the giving of such notice, The Merged Applicants, Mid-TN and DBBC will jointly file an application with the FCC for FCC consent to the transfer of control of Mid-TN from The Merged Applicants to DBBC. The parties will diligently prosecute such application and do all things reasonably necessary and/or appropriate to obtain a grant thereof. Within ten (10) days after the date when the FCC consents to the transfer of control of Mid-TN to DBBC, and such consent has become final, i.e., no longer subject to any administrative or judicial review, a closing will be held, at which all of the The Merged Applicants' interests in Mid-TN will be conveyed to DBBC, free and clear of all liens and encumbrances other than those securing Mid-TN's debt to DBBC, and DBBC will pay for same in readily available funds, subject to terms and conditions set forth in this Agreement; provided,

however, that DBBC may, at its option, waive finality and close at any time within ten (10) days after the FCC issues an order consenting to the transfer of control of Mid-TN to DBBC.

5. Time Brokerage Agreement. If Mid-TN is the successful bidder at the Auction and is issued a construction permit, DBBC and Mid-TN will, within ten (10) days thereafter, enter into a time brokerage agreement ("TBA"), binding upon the parties and their successors, containing such commercially reasonable terms and conditions as are normal and customary in such agreements; providing for a monthly payment to Mid-TN equal to Five Thousand Dollars (\$5000.00) plus a sum of money equal to the Station's actual operating expenses during the prior month; and good for five (5) years and renewable for five (5) more; which will allow DBBC, or its assignee, to provide programming to Mid-TN's Station. The TBA will contain provisions for DBBC to loan Mid-TN the funds required to construct the Station and put it on the air, also on commercially reasonable terms. Should DBBC become the owner of the Station, the TBA will terminate and all such loans will be forgiven.

6. Option Fee. In consideration of the option referred to in paragraph 4, supra, DBBC will pay to each Applicant a non-refundable (except as described in paragraph 3, supra) Option Fee. The amount and terms of payment of such fee is shown in Schedule B, attached .

7. Buy Back Option: Notwithstanding anything in this Agreement to the contrary, Mid-TN shall have an option (the "Buy Back Option") to repurchase the Option conferred upon DBBC by paragraph 4, supra. Mid-TN may exercise its option at any time after the completion of the Auction and prior to the day when DBBC gives notice of intention to exercise DBBC's option by giving written notice to DBBC and simultaneously tendering to DBBC a sum of money, in readily available funds, equal to (a) all sums of money which have been advanced to Mid-TN by DBBC;

plus (b) the Purchase Price (as adjusted as provided in paragraph 4, if applicable); plus (c) a sum of money equal to twenty-five percent (25%) of the Purchase Price (as adjusted as provided in paragraph 4, if applicable). In the event that Mid-TN and DBBC give notice of their intention to exercise their respective options on the same day, the Buy Back Option shall prevail. In the event that Mid-TN exercises its Buy Back Option, Mid-TN shall remain the holder of the construction permit purchased at the Auction and shall have no further obligation to DBBC.

8. Settlement Efforts. The parties acknowledge that it would serve the public interest and their private interests if a universal settlement of the Goodlettsville FM proceeding could be achieved. To that end, each of the parties to this Agreement shall be free to continue to negotiate with the remaining applicant, HSB, in an effort to achieve a universal settlement of the proceeding. Each Applicant agrees that if such a universal settlement can be achieved, HSB will be given a membership interest in Mid-TN and each Applicant will enter into a settlement agreement, subject to FCC consent, for the conveyance of its entire interest in Mid-TN to DBBC in return for the consideration set forth in Schedule C, attached.

9. Notices. Any notices required by this Agreement shall be sent by facsimile or Federal Express or equivalent overnight delivery service, addressed as follows:

If to GBC:

Eleanor T. Mead, Esq.
213 North Dickerson Road
Goodlettsville, TN 37072
Fax: (615) 859-3029

With a Copy to:

Harry C. Martin, Esq.
Fletcher, Heald & Hildreth
1300 North 17th Street
11th Floor
Rosslyn, VA 22209
Fax: (703) 812-0486

If to Bledsoe:

Mr. Ronald Bledsoe
223 Van Buren Place
Sarasota, FL 34236
Fax: _____

With a Copy to:

C. Michael Norton, Esq.
Wyatt, Tarrant & Combs
511 Union Street
Suite 1500
Nashville, TN 37219
Fax: (615) 251-6764

If to Benns:

Mr. William E. Benns, III
1525 Bayville Street
Suite 3
Norfolk, VA 23503
Fax: (757) 588-6629

With a Copy to:

Lauren A. Colby, Esq.
10 E. Fourth Street
P.O. Box 113
Frederick, MD 21705-0113
Fax: (301) 695-8734

If to DBBC:

Mr. Lewis Dickey, Jr.
Cumulus Media, Inc.
3060 Peachtree Road, N.W.
Suite 730
Atlanta, GA 30305
Fax: (404) 443-0742

With a Copy to:

Thomas J. Hutton, Esq.
Holland & Knight
2100 Pennsylvania Ave., N.W.
Suite 400
Washington, D.C. 20037
Fax: (202) 955-5564

10. Litigation. Once the application of Benns has been amended to substitute Mid-

TN as the applicant, and subject to the provisions of paragraph 3, supra, The Merged Applicants will cause Mid-TN to use its best efforts to acquire the construction permit and sell the construction permit to DBBC. To that end, should HSB be the successful bidder at the Auction, or be awarded the construction permit through any other means, Mid-TN will file a petition to deny against the HSB application and pursue all lawful means to obtain a denial of that application. Mid-TN will be represented by legal counsel, selected by a majority of the managing members of Mid-TN. Reasonable fees rendered by such counsel will be paid by DBBC, but DBBC shall not be obligated to pay fees in the aggregate in excess of Twenty Five Thousand Dollars (\$25,000.00).

11. Tennessee Contract. This Agreement is a Tennessee contract and shall be construed and interpreted in accordance with the laws of the State of Tennessee.

12. Specific Performance. Because the construction permit which is the subject of this Agreement is unique, and mere money damages would be insufficient to compensate the parties for the loss of the permit, this Agreement may be enforced by any party by an action for specific performance and it shall be no defense to any such action that the plaintiff allegedly has an adequate remedy at law. This right of specific performance shall not, however, be a substitute for action for damages by any party to this Agreement who has suffered damages as a result of a breach of this Agreement.

13. Counterparts: This Agreement may be executed in counterparts and shall become effective on the day when the last executed counterpart is received by facsimile in the offices of Benns' counsel, Lauren A. Colby. Mr. Colby is hereby authorized to date the Agreement accordingly.

14. Entire Agreement: This Agreement contains the entire agreement and

understanding of the parties hereto with respect to the subject matter hereof and supersedes and replaces all previous agreements and understanding with respect to such subject matter.

WHEREFORE, the premises considered, the parties to this Agreement have placed their hands and seals and/or the hands and seals of their authorized representative on the day and year first above written.

DBBC, L.L.C.

By: _____
 Managing Member

GOODLETTSVILLE BROADCASTING COMPANY, INC.

By: _____
 President

BLEDSON COMMUNICATIONS, LTD.

By: _____
 General Partner

WILLIAM E. BENNS, III

By: _____

RONALD BLEDSOE

By: _____

ELEANOR MEAD

By: _____

WHIT ADAMSON

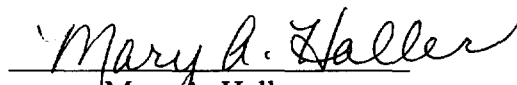
By: _____

CERTIFICATE OF SERVICE

I, Mary A. Haller, do hereby certify that copies of the foregoing have been sent via first class, U.S. mail, postage prepaid, this 7th day of May, 1999, to the offices of the following:

Timothy K. Brady, Esq.
P.O. Box 71309
Newnan, GA 30271-1309
(Counsel to Heidelberg-Stone Broadcasting Company)

James W. Shook*
Mass Media Bureau
F.C.C.
445 12th Street, S.W.
Room 3-B443
Washington, D.C. 20554


Mary A. Haller

*By Hand and Facsimile (202-418-1124)